

CITY OF ROCKVILLE GRANT CONDITIONS

Grantee:	
Address:	
Program Name:	
c/o:	

The Mayor and Council of Rockville, Maryland has authorized a grant of funds to the above-named Grantee for Fiscal Year 2012 in the amount of. This grant (hereinafter the "Grant") is administered by the Community Services Division of the Department of Recreation and Parks under the authority delegated to it by the Rockville City Manager. Any questions concerning this grant are to be addressed to the Community Services Manager or designated representative.

The Grant, and the disbursement of grant funds (hereinafter the "Grant Funds") to Grantee, is subject to the following conditions

1. Grantee agrees to provide the services set forth in Exhibit A, attached hereto and incorporated herein by reference (hereinafter the "Grant Services"). Grantee further agrees that Grant Funds are to be used only for the activities and services described in Exhibit A. Any changes or modifications to the Grant Services must receive prior written approval from the City's Department of Recreation and Parks (hereinafter the "Department").

2. The City of Rockville will disburse the Grant Funds to Grantee during Fiscal Year 2012 (July 1, 2011 – June 30, 2012) in an amount not to exceed and in the manner set forth in Exhibit B, attached hereto and incorporated herein by reference. Request for Grant Funds shall be made in writing on a form provided by the Department. Disbursement of Grant Funds shall be made upon the approval of the request by the Director of the Department (hereinafter the "Director") or designee. **The City of Rockville does not reimburse sales tax on purchases.**

3. Grantee agrees to submit Quarterly Service Utilization reports in the format required by the Department. For purposes of these reports, "Rockville resident" is defined as including: those individuals who have either (1) a present mailing address or post office box within the corporate city limits of Rockville upon entering the Grantee's program; or (2) a history of having lived on the streets or in a private residence within the corporate city limits of Rockville before entering the shelter system. Individuals who reside in a correctional institution, residential treatment program or other publicly-supported residence located within the Rockville city limits just prior to or upon entering the Grantee's program shall be counted separately for purposes of these reports. To the extent that Grantee is subject to the privacy regulations under the Health Insurance Portability and Accountability Act of 1996, as amended (hereinafter the "HIPAA Privacy Regulations"), or any other applicable regulations involving the privacy or confidentiality of personal information, Grantee shall develop, implement, and obtain a written authorization from each of its clients that satisfies the requirements of such regulations, that remains in effect during the term of the Grant, and that permits Grantee to use or disclose each client's personal information in such Quarterly Service Utilization reports or any other reports that may be required from time to time by the City.

4. Grantee will submit a final report by July 31, 2012 describing the program's performance in

meeting the program measures outlined in Grantee's written Application for Funding for FY 2012.

5. Grantee agrees to administer customer satisfaction surveys and report the program level results in the final report.

6. Grantee agrees to participate in meetings and activities of the Rockville Caregivers' Coalition.

7. Grantee agrees to provide Grant Services to those individuals referred to it by the City. Grantee will provide separate documentation pertaining to said referrals as may be requested by the Department.

8. Grantee shall further provide the City with any additional documents and information that the City may request. Grantee shall also make available to the City, upon request, its internal policies, practices, books and records relating to the provision of the Grant Services, the use of Grant Funds, and the use and disclosure of personal information relating to the individuals receiving Grant Services from the Grantee.

9. Grantee shall perform the Grant Services as an independent contractor and shall not be considered an agent of the City, nor shall any of the employees or agents of Grantee be considered sub-agents of the City.

10. Grantee shall not discriminate against any person in employment or in the provision of the Grant Services because of race, creed, color, sex, national origin, ancestry, marital status, handicap, sexual orientation or age.

11. Grantee agrees to comply in all respects with the HIPAA Privacy Regulations (to the extent applicable) and with any other applicable regulations involving the privacy or confidentiality of the personal information of the individuals receiving Grant Services from the Grantee. Grantee shall be solely responsible for developing and implementing policies and procedures that comply with all of the requirements of the HIPAA Privacy Regulations and any such other applicable regulations, including, without limitation (i) developing and distributing any required notice of privacy practices to the individuals receiving Grant Services from the Grantee; (ii) developing, distributing, and obtaining from each of the individuals receiving Grant Services from the Grantee an authorization permitting the Grantee's use and disclosure of such individuals' personal information; (iii) entering into appropriate agreements with any individuals, organizations or entities that may be considered "business associates," within the meaning of the HIPAA Privacy Regulations; and (iv) developing and implementing comprehensive policies and procedures that safeguard individual rights regarding the privacy of their personal information. Prior to the disbursement of Grant Funds to the Grantee, Grantee shall furnish the City with a Certification of HIPAA Compliance And Authority to Disclose Information, which is attached hereto as Exhibit C and incorporated herein by reference.

12. Grantee shall, at Grantee's expense, be responsible for obtaining all necessary licenses and for complying with any applicable federal, state, and municipal laws, codes, and regulations in connection with the performance of the Grant Services.

13. Grantee shall have in force and will maintain during the performance of the Grant Services the insurance coverage listed in Exhibit D, which shall protect Grantee from claims which may arise

out of or result from the Grantee's provision of Grant Services, whether such performance shall be by Grantee or by any subcontractor or anyone directly or indirectly employed by Grantee. All insurance policies shall be issued by a company qualified to do business in the State of Maryland and shall have the Mayor and Council of Rockville as a named insured. Grantee shall furnish the City with a certificate(s) of insurance demonstrating that the required insurance is in effect prior to the disbursement of any Grant Funds to the Grantee. The City shall be notified thirty (30) days prior to the cancellation or material change of any such coverage. In the event that the Grantee's insurance is terminated, Grantee shall immediately obtain other coverage, and any lack of insurance or change in insurance shall be grounds for immediate termination of this Grant.

14. Grantee shall not assign or transfer the Grant, Grant Funds, or the obligation to perform the Grant Services, except as expressly authorized by the City Manager.

15. Grantee shall indemnify and hold harmless the City and all its officers, officials, employees, agents, successors, and assigns, from any and all losses, costs, injuries, damages, demands, claims, causes of action, and/or other expenses, including, but not limited to the cost of litigation and preparation therefore, arising in any manner from the Grant, the provision of Grant Services, or the negligence of Grantee or that of its servants, agents, employees, or contractors.

16. The City shall have access to and the right to examine any books, documents, and records of Grantee pertaining to expenditure of Grant Funds. Grantee shall retain records pertaining to the Grant for at least five (5) years or such longer time as may be required by the City and shall contact the City before disposing of the records.

17. The Grant may be revoked and/or terminated, in whole or in part, whenever the City Manager shall determine that either (A) Grantee has defaulted in the performance of any of these conditions, in whole or in part, or has failed to satisfactorily perform the Grant Services, and/or (B) revocation and/or termination of the Grant is in the best interest of the City, whether or not any default has occurred. In such event, written notice of revocation and/or termination shall be delivered in person or by mail to Grantee's offices at the aforementioned address. In the event of grant revocation and/or termination, the City shall disburse only those funds for Grant Services satisfactorily performed or furnished prior to the effective date of revocation and/or termination.

18. Grantee is responsible for insuring that Grant Funds are properly used in connection with the provision of Grant Services. The City reserves the right to demand repayment of any Grant Funds misappropriated to other purposes.

By signing below, Grantee hereby acknowledges, accepts, and agrees to abide by, the foregoing grant conditions. The Grant shall automatically be revoked and terminated if any of the foregoing conditions are altered or modified without the express written approval of the City Manager or his designee.

GRANTEE:

By: _____

Date: _____

(Authorized Representative)

(Printed name and title)

*****For Official Use*****

Acknowledgment of receipt from Grantee

Department of Recreation & Parks

(Printed name and title)

Date:
